



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

DISPUTE CODES: OPR, OPC, MNR, MNSD, MNDC, FF, CNC, O

INTRODUCTION

Both parties appeared at the date and time set for the hearing of this matter and gave evidence under oath.

BACKGROUND AND EVIDENCE

The tenant says that his rent was \$2,000.00 and the land lord asked for a \$300.00 rental increase which he refused to pay. Following his refusal he says the landlord gave him verbal notice to vacate the rental unit because the landlord wished to move in. The tenant says that he knows that when a landlord intends to occupy a rental unit the tenant must receive one month's rent free so he withheld his rent for September 2008. The tenant says he moved out some time in September and he left the keys to the rental unit in the landlord's mailbox. The tenant says he did pay his rent in cash for all of August but he has no receipts because the landlord refused to provide them.

The landlord says that she did try to increase the rent by \$300.00 because the rent is below market value. However, she says never told the tenant she intended to occupy the rental unit. The landlord says the tenant did not pay rent for August or September so she served a letter indicating that she wanted to end the tenancy for unpaid rent. The landlord said she only received the keys and access to the rental unit "the other day".

A written Notice to End Tenancy given by the landlord or the tenant, receipts or other material evidence has not been provided. Based on the verbal testimony of both the parties and based on a balance of probabilities I find that the tenancy did end on or about August 31, 2008 when the tenant vacated the rental unit without proper notice from the landlord to do so and without providing proper notice to the landlord that he intended to vacate.

I dismiss the tenant's claims to cancel a notice to end tenancy for unpaid rent as not required as this tenancy has ended. I dismiss the tenant's claims for a monetary compensation as insufficient evidence was provided to support the claims made.

With respect to the landlord's claim for unpaid rent, I find that the tenant is responsible only for rent for September 2008 in lieu of 30 days notice. I authorize the landlord to retain the security deposit and interest in the total sum of \$1,855.18 in partial satisfaction of September rent and I will issue a monetary order enforceable in the Small Claims Court for the balance of \$144.82.



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I dismiss the landlord's claims for an Order of Possession as the tenancy has ended.

I dismiss with leave to reapply the landlord's claim for a monetary order for compensation or damage for loss.

I dismiss both applications for recovery of the filing fees paid in this matter.